

**AMENDMENT NUMBER ONE
TO
SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
WILLIAM S. HART UNION SCHOOL DISTRICT**

This Amendment Number One to School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is entered into this 30th day of July, 2019, by and between the County of Los Angeles ("County") and WILLIAM S. HART UNION SCHOOL DISTRICT ("School"), effective upon execution by both parties.

RECITALS

- (a) Whereas, on July 1, 2017, the County and the School entered into the Agreement for the provision of school law enforcements services by the Los Angeles County Sheriff's Department for School Resource Deputy Program services; and
- (b) Whereas, the Agreement has a term from July 1, 2017 through June 30, 2019 with three additional one-year extension options, subject to prior approval by the County Board of Supervisors; and
- (c) Whereas, the Agreement expires on June 30, 2019; and
- (d) Whereas, the County and the School agree to extend the term of the Agreement for the first one-year extension option from July 1, 2019 through June 30, 2020; and
- (e) Whereas, the County and the School also agree to modify the indemnification requirements as required by the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

- 1. Section 5.0, Indemnification, of the Agreement is deleted in its entirety and replaced as follows to amend the indemnification requirements:

5.0 INDEMNIFICATION

- 5.1 Subject to the limitations stated in this Section 5.0, Indemnification, or elsewhere, the County shall indemnify, defend, and hold harmless the School, its officers, directors, employees, and agents (collectively, "School Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims,

causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional, or reckless act or omission of the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives while providing services under this Agreement. With respect to any action or claim within the scope of this Section 5.1, the County shall have the right to use counsel of its own choice, at its sole costs and expense, to defend School Indemnified Parties, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the School Indemnified Parties; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes the County's indemnification of the School Indemnified Parties. The County's obligations hereunder shall be satisfied when the County has provided to the School Indemnified Parties the appropriate form of dismissal (or similar document) relieving the School from any and all liability for the action or claim involved.

- 5.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any School Indemnified Parties (a) based or asserted upon any failure to prevent any crime or tortious act, (b) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives, while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement.
- 5.3 The School understands and agrees that the school law enforcement services and the school resource deputies provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular school at any particular time, or to prevent crime or wrongdoing from occurring at any particular place or time.
- 5.4 Notwithstanding anything contained herein, the County's obligations hereunder to the School or any School Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the School and all School Indemnified Parties.

- 5.5. The School shall indemnify, defend, and hold harmless the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, and representatives (collectively, "County Indemnified Parties") from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the School), based or asserted upon any act or omission of the School, its officers, directors, employees, agents, or representatives arising out of or in any way relating to this Agreement. With respect to any action or claim within the scope of this Section 5.5, the School shall have the right to use counsel of its own choice, at its sole cost and expense, to defend the County Indemnified Parties and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County Indemnified Parties if the indemnity tender by the County Indemnified Parties is accepted without a reservation of rights; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes School's indemnification of the County Indemnified Parties. The School's obligations hereunder shall be satisfied when the School has provided to the County Indemnified Parties the appropriate form of dismissal (or similar document) relieving the County Indemnified Parties from any and all liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the School's obligations to indemnify and hold harmless the County.
- 5.6 The School shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at the School's sole option and discretion, to satisfy the School's indemnity obligations under this Agreement.
- 5.7 This Section 5.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

2. Section 6.0, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for the first one-year extension option from July 1, 2019 through June 30, 2020:

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence July 1, 2017 and shall remain in effect through June 30, 2020, unless sooner terminated or extended in whole or in part as provided for herein.

6.2 The term of this Agreement may be extended by the parties for up to two (2) additional one-year periods, at the parties' discretion, and subject to prior approval of the County Board of Supervisors. Any such extensions shall be in the form of a written Amendment executed by authorized representatives of the parties.

3. Except as expressly provided in this Amendment Number One, all other terms, covenants, and conditions of the Agreement will remain the same and in full force and effect.
4. The School represents and warrants that the person executing this Amendment Number One for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Amendment Number One and that all requirements of the School have been fulfilled to provide such authority.

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IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Alex Villanueva, Sheriff

Date _____

WILLIAM S. HART UNION SCHOOL DISTRICT

By  CFO
Authorized designee name and title

Date 7/30/19

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

EXHIBIT A

SCHOOL DISTRICT: William S. Hart Union School District

FISCAL YEAR: 2019-2020

EFFECTIVE DATE: 1-Jul-19

| CODE # | SERVICES | TOTAL SERVICE UNITS PURCHASED | | | CONTRACT LAW USE ONLY |
|--------|--|-------------------------------|----------|--------|-----------------------|
| | | NEW | PREVIOUS | CHANGE | |
| | SCHOOL RESOURCE DEPUTY SERVICE UNIT | 5.5000 | 5.5000 | 0.0000 | |
| | SCHOOL RESOURCE DEPUTY SERVICE UNIT (B1) | 0.0000 | 0.0000 | 0.0000 | |
| | SERGEANT | 0.0000 | 0.0000 | 0.0000 | |

EACH SRD SRVICE UNIT WORKS 180 REGULARLY SCHEDULED SCHOOL DAYS.

SUMMER SESSION COVERAGE IS NOT INCLUDED BUT IS AVAILABLE AT THE PREVAILING HOURLY RATE.

DEPLOYMENT SURVEY

| STATION ASSIGNED TO | CAMPUS | DEPUTY | BONUS 1 | SERGEANT | CSO/LET |
|---------------------|--------------------------------|--------|---------|----------|---------|
| Santa Clarita | Canyon High/Sierra Vista JHS | 1.0000 | | | |
| Santa Clarita | Hart High/Placerita JHS | 1.0000 | | | |
| Santa Clarita | Saugus High/Arroyo Seco JHS | 1.0000 | | | |
| Santa Clarita | Valencia High/Rio Norte JHS | 1.0000 | | | |
| Santa Clarita | Golden Valley/Bowman/La Mesa | 1.0000 | | | |
| Santa Clarita | West Ranch/Rancho Pico/Castaic | 0.5000 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SRD WORKING HOURS ARE REGULARLY SCHEDULED SCHOOL HOURS.

SRDS SHALL NOT BE ADJUSTED TO WORK SUPPLEMENTAL EVENTS OUTSIDE REGULAR SCHOOL HOURS.

REPORT PREPARED BY: Sergeant Rudy Sanchez

DATE: 6/19/2019

APPROVED BY: _____

DATE: _____

STATION COMMANDER

APPROVAL BY: [Signature] CFO

DATE: 7/30/19

SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: _____

DATE: _____

BILLING MEMO REQUIRED: ☐ NO ☐ YES

"BLUE" REQUIRED: ☐ ☐

SH-AD 575 (REV. 6/16)

William S. Hart Union School District

REV: 6/16